

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		07/15/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NewPage Corporation		
Street Address:	8540 Gander Creek Drive		
City:	Miamisburg		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	Corporation: DELAWARE		
Name:	NewPage Wisconsin System Inc.		
Street Address:	8540 Gander Creek Drive		
City:	Miamisburg		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	2566268	ANTHEM	
Registration Number:	3683488	ARBOR	
Registration Number:	3776221	ARBOR PLUS	
Registration Number:	3382440	ARBORWEB	
Registration Number:	3382439	ARBORWEB PLUS	
Registration Number:	3548322	BLAZER DIGITAL	
Registration Number:	0820771	CENTURA	
Registration Number:	1273482	CHOCTAW	
Registration Number:	0822881	CONSOLIDATED	
Registration Number:	3980430	ED	
Registration Number:	2777443	ED	
Registration Number:	3980431	ED NEWPAGE & EDUCATION	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3202909	EDUCATION MATTE
Registration Number:	1354753	EXCELLENCE
Registration Number:	3543056	EXPEDITION
Registration Number:	2775361	EXSAMPLES
Registration Number:	3739503	FORTUNE
Registration Number:	4635047	FUTURA
Registration Number:	2629455	GUSTO
Registration Number:	3346217	IDEAL
Registration Number:	1301645	INSPIRATION
Registration Number:	3800054	JUPITER
Registration Number:	4071393	
Registration Number:	3354312	NEW ERA
Registration Number:	3113100	NEWPAGE
Registration Number:	3415644	NEWPAGE
Registration Number:	3209662	NEWPAGE
Registration Number:	3415649	NEWPAGE
Registration Number:	0820769	NOVA
Registration Number:	3353375	
Registration Number:	3353374	
Registration Number:	2311889	PAPER KNOWLEDGE
Registration Number:	2306256	PAPER KNOWLEDGE
Registration Number:	2309382	PAPER KNOWLEDGE
Registration Number:	3269042	PAPERODOLOGY
Registration Number:	3313479	PINNACLE PRIME
Registration Number:	1268601	POINT
Registration Number:	1062938	PRESSDATE
Registration Number:	0579130	PRODUCTOLITH
Registration Number:	3597172	PRODUCTOLITH PTS. DIGITAL
Registration Number:	1248949	PUBLISHERS MATTE
Registration Number:	1598567	PUBLISHERS THINBULK
Registration Number:	3551623	SATURN
Registration Number:	3820472	SPARTANWEB
Registration Number:	3820473	SPARTANWEB PLUS
Registration Number:	0951977	SPYDER WEB
Registration Number:	1046345	STERLING
Registration Number:	4470999	STERLING PREMIUM, IT SHIFTS EVERYTHING.
Registration Number:	1611731	SUPERIOR GLOSS
Registration Number:	2014920	SUPERIOR HQ

Property Type	Number	Word Mark
Registration Number:	1877924	TELEMERCHANT
Registration Number:	3346018	THE STERLING RESPONSE
Registration Number:	4459333	THE WORLD NEEDS MORE SHIFTERS.
Registration Number:	4094582	TRUEJET
Registration Number:	1550925	ULTRAWE
Registration Number:	3982614	UNISIL
Registration Number:	2583466	UNI-THERM
Registration Number:	3530816	VOYAGER
Registration Number:	4006966	YOUR NEWPAGE

CORRESPONDENCE DATA

Fax Number: 6172359493

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-596-9350

Email: trademarks@ropesgray.com

Correspondent Name: David Sandyk, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	112232-0001
NAME OF SUBMITTER:	David Sandyk
SIGNATURE:	/David Sandyk/
DATE SIGNED:	07/15/2016

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of July 15, 2016, by Wilmington Trust, National Association, in its capacity as Collateral Agent for the Secured Parties (the “Successor Agent”), in favor of NewPage Corporation and NewPage Wisconsin System Inc. (each, a “Pledgor” and collectively, the “Pledgors”).

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement (Term Loan Facility), dated as of February 11, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among NewPage Investment Company LLC (“Holdings”), NewPage Corporation (“Borrower”), each subsidiary of the Borrower identified therein, and Credit Suisse AG, Cayman Islands Branch, as collateral agent for the benefit of the Secured Parties (in such capacity, the “Prior Agent”);

WHEREAS, reference is made to that certain Trademark Security Agreement, dated as of February 11, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), made by the Pledgors in favor of the Prior Agent, which was recorded with the United States Patent and Trademark Office on February 27, 2014 at Reel/Frame No. 5226/0247;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, each Pledgor assigned and pledged to the Prior Agent, in its capacity as Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), a security interest (the “Security Interest”) in all of each Pledgor’s right, title and interest in, to and under the IP Collateral (as defined in the Trademark Security Agreement), including any and all of the following assets, then owned or at any time thereafter acquired by any such Pledgor or in which any such Pledgor then had or at any time thereafter may have acquired any right, title or interest in (collectively, but excluding any Excluded Property, the “Trademarks”): (i) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule I; and (ii) all goodwill associated therewith or symbolized thereby; and

WHEREAS, pursuant to that certain Successor First Lien Agent Agreement, dated as of December 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Successor Agent Agreement”), among the Borrower, Holdings, the Successor Agent, the Prior Agent, certain Subsidiary Guarantors party thereto and certain Lenders party thereto, among other things, (i) the Prior Agent resigned as administrative agent and collateral agent under the First Lien Credit Agreement, dated as of February 11, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and the other Loan Documents and (ii) the Successor Agent assumed and succeeded to all of the rights, powers,

discretions, privileges and duties of the Prior Agent as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents;

WHEREAS, in connection with the entry into the Successor Agent Agreement, the Prior Agent and the Successor Agent entered into that certain Intellectual Property Security Interest Assignment Agreement, dated as of December 31, 2015, which was recorded with the United States Patent and Trademark Office on January 4, 2016 at Reel/Frame No. 5700/0889, to evidence the assignment by the Prior Agent to the Successor Agent of all of the Prior Agent's right, title and interest in, to and under the Guarantee and Collateral Agreement and the Trademark Security Agreement, including, without limitation, the Prior Agent's security interest in, and lien on, the IP Collateral, including the Trademarks; and

WHEREAS, the Successor Agent, on behalf of the Secured Parties, now desires to terminate and release its lien on, and security interest in and to, the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Successor Agent agrees as follows.

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein will have the meanings specified in the Guarantee and Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Termination of Security Interest. The Successor Agent, without representation, warranty or recourse of any kind, hereby (i) terminates the Trademark Security Agreement, and hereby terminates, discharges, cancels and releases in full any and all security interests (including the Security Interest) it has in, to and under the Trademarks and (ii) re-assigns to each applicable Pledgor any and all such right, title and interest that it may have in the applicable Trademarks to such Pledgor.

3. Recordation. Effective upon the date first written above, the Successor Agent authorizes and requests the United States Patent and Trademark Office to record this Release against the Trademarks.

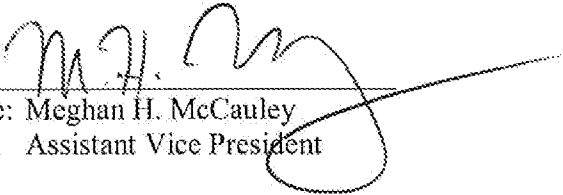
4. Further Assurances. The Successor Agent hereby agrees to take all further actions, and provide to Pledgors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Pledgors, at Pledgors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release will be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Successor Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Successor Agent

By: 
Name: Meghan H. McCauley
Title: Assistant Vice President

SCHEDULE 1

CERTAIN REGISTERED INTELLECTUAL PROPERTY COLLATERAL

U.S. Trademarks

No.	Title	Reel/Frame	Recordation Date
2566268	ANTHEM	5226/0247	02/27/2014
3683488	ARBOR	5226/0247	02/27/2014
3776221	ARBOR PLUS	5226/0247	02/27/2014
3382440	ARBORWEB	5226/0247	02/27/2014
3382439	ARBORWEB PLUS	5226/0247	02/27/2014
3548322	BLAZER DIGITAL	5226/0247	02/27/2014
0820771	CENTURA	5226/0247	02/27/2014
1273482	CHOCTAW	5226/0247	02/27/2014
0822881	CONSOLIDATED & Design	5226/0247	02/27/2014
3980430	ED	5226/0247	02/27/2014
2777443	ED & Design	5226/0247	02/27/2014
3980431	ED NEWPAGE & EDUCATION & Design	5226/0247	02/27/2014
3202909	EDUCATION MATTE	5226/0247	02/27/2014
1354753	EXCELLENCE	5226/0247	02/27/2014
3543056	EXPEDITION	5226/0247	02/27/2014
2775361	EXSAMPLES (Stylized)	5226/0247	02/27/2014
3739503	FORTUNE	5226/0247	02/27/2014
4635047	FUTURA	5226/0247	02/27/2014
2629455	GUSTO	5226/0247	02/27/2014
3346217	IDEAL	5226/0247	02/27/2014
1301645	INSPIRATION	5226/0247	02/27/2014
3800054	JUPITER	5226/0247	02/27/2014
4071393	LEVERAGING LACEY LOGO	5226/0247	02/27/2014
3354312	NEW ERA	5226/0247	02/27/2014
3113100	NEWPAGE	5226/0247	02/27/2014
3415644	NEWPAGE	5226/0247	02/27/2014
3209662	NEWPAGE	5226/0247	02/27/2014
3415649	NEWPAGE	5226/0247	02/27/2014
0820769	NOVA	5226/0247	02/27/2014

No.	Title	Reel/Frame	Recordation Date
3353375	PAGE DESIGN	5226/0247	02/27/2014
3353374	PAGE DESIGN	5226/0247	02/27/2014
2311889	PAPER KNOWLEDGE	5226/0247	02/27/2014
2306256	PAPER KNOWLEDGE	5226/0247	02/27/2014
2309382	PAPER KNOWLEDGE & Design	5226/0247	02/27/2014
3269042	PAPEROLGY	5226/0247	02/27/2014
3313479	PINNACLE PRIME	5226/0247	02/27/2014
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3597172	PRODUCTOLITH PTS. DIGITAL	5226/0247	02/27/2014
1248949	PUBLISHERS MATTE	5226/0247	02/27/2014
1598567	PUBLISHERS THINBULK	5226/0247	02/27/2014
3551623	SATURN	5226/0247	02/27/2014
3820472	SPARTANWEB	5226/0247	02/27/2014
3820473	SPARTANWEB PLUS	5226/0247	02/27/2014
0951977	SPYDER WEB	5226/0247	02/27/2014
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3982614	UNISIL	5226/0247	02/27/2014
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